



**ATTENDEE TERMS & CONDITIONS AGREEMENT**

**Attendee Information**

Attendee Name (print): \_\_\_\_\_ Company Name : \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Emergency Contact Phone: (\_\_\_\_) \_\_\_\_\_

I, the undersigned delegate, student, media representative, speaker, exhibitor, or guest (hereinafter referred to as "Attendee"), hereby acknowledges that DH-2, LLC, a Nebraska limited liability company (hereinafter referred to as "DH-2"), is the owner of the real property and improvement located at 11818 "I" Street, Omaha, NE 68137 (hereinafter referred to as the "Facility"), and that DH-2 leases the Facility to Buildertrend Solutions, Inc., a Nebraska corporation (hereinafter referred to as "BT"), for operation of BT's business. Attendee further acknowledges that Attendee will be attending a conference/event (hereinafter referred to as the "Event") being conducted by Buildertrend University (hereinafter referred to as "BTU"), and that the Event will occur in, on or about the Facility.

Attendee agrees that DH-2, BT and BTU reserve the right to render, in their sole and absolute discretion, all interpretations and decisions in connection with the terms and conditions of this Attendee Terms & Conditions Agreement (hereinafter referred to as this "Agreement"), and to establish further regulations binding upon Attendee as may be deemed necessary to the general success and wellbeing of the Event and/or any person(s) affiliated therewith. DH-2, BT and BTU's decisions and interpretations shall be final in all cases.

Attendee agrees to abide by all applicable regulations, ordinances, and laws of the City of Omaha, County of Douglas, State of Nebraska, and the United States of America (including fire, safety, and health regulations, ordinances and laws), as well as DH-2, BT and BTU's policies and procedures as set forth below. Attendees who violate such regulations, ordinances or laws and/or who behave in an unsafe or careless manner while attending the Event may be asked to leave immediately and will be held responsible for their actions. Attendee acknowledges that such violations may result in Attendee being removed from the Event and barred from returning, without a refund of Attendee's registration fee. Attendee further acknowledges and agrees that all attendees of the Event have the right to enjoy the Event equally. Illegal or disruptive behavior that interferes with the conduct of reasonable business at the Event, or any other attendee's safety or comfort, including behavior that impedes or prevents accessibility services or requests, behavior that discriminates based on age, disability, race, ethnicity, gender, religion, political or institutional affiliation, or sexual orientation, and harassment of any kind, is strictly prohibited and may result in Attendee being removed from the Event and barred from returning, without a refund of Attendee's registration fee. Any such violations may be reported to the proper legal authorities.

In consideration for being permitted to attend and participate in the Event, Attendee, for himself/herself and his/her personal representatives, heirs, and next of kin, hereby accepts any and all risks associated with and/or in any way related to the Event, known and unknown, and agrees to be solely

responsible for Attendee's own safety and to take every precaution to provide for Attendee's own safety and well-being while attending and/or participating in the Event.

In further consideration of being permitted to attend and participate in the Event, Attendee agrees to the following:

1. ATTENDEE HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE DH-2, BT, or BTU, or their respective members, managers, shareholders, directors, officers, employees, and agents (hereinafter collectively referred to as the "Released Parties") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by Attendee, or to any property belonging to Attendee, whether caused by the negligence of Released Parties, or any other person while Attendee is in, on or about the Facility and/or attending the Event.
2. ATTENDEE HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS the Released Parties, and each of them, from any loss, liability, damage or cost they may incur as a result of Attendee's presence in, on or about the Facility or Attendee's attendance at the Event, and that in the event that any claim is made against any of the Released Parties, Attendee will defend and fully indemnify the Released Parties for any such claim and all expenses related thereto, including attorney's fees and costs.
3. ATTENDEE HEREBY ASSUMES FULL AND COMPLETE RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of any Released Parties or otherwise while Attendee is in, on or about the Facility and/or attending the Event.
4. ATTENDEE HEREBY AGREES that Attendee will conduct himself/herself in a responsible manner and will refrain from engaging in any illegal activity while in, on or about the Facility, including, but not limited to, possession or use of illegal or controlled substances, or possession or use of firearms or other deadly weapons.
5. ATTENDEE HEREBY PERMITS AND AUTHORIZES DH-2, BT, and BTU, and their respective employees, agents and representatives who are acting on their behalf, to use Attendee's likeness in photographs, videos, motion pictures, performance or sound recordings for any purpose or purposes, including, but not limited to, purposes related to DH-2, BT, or BTU's mission, which may include, but not be limited to, advertising, publicizing or marketing their programs or for any other commercial or lawful purpose, without any compensation to Attendee, and Attendee hereby holds harmless and releases and forever discharges the Released Parties from all claims, demands, and causes of action which Attendee, and Attendee's heirs, representatives, executors, or any other persons acting on Attendee's behalf, or on behalf of Attendee's estate, have or may have by reason of this authorization.

Attendee expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Nebraska, and that if any portion thereof is held invalid, that the remainder shall, notwithstanding, continue in full force and effect.

It is Attendee's express intent that this Agreement shall bind the members of Attendee's family and spouse, if Attendee is alive, and Attendee's heirs, assigns and personal representatives, if Attendee is deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the Released Parties.

Attendee has read and voluntarily signs this Agreement, and agrees that no oral representations, statements, or inducements, apart from those contained in this Agreement, if any, have been made.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Attendee

\_\_\_\_\_  
Printed Name of Attendee